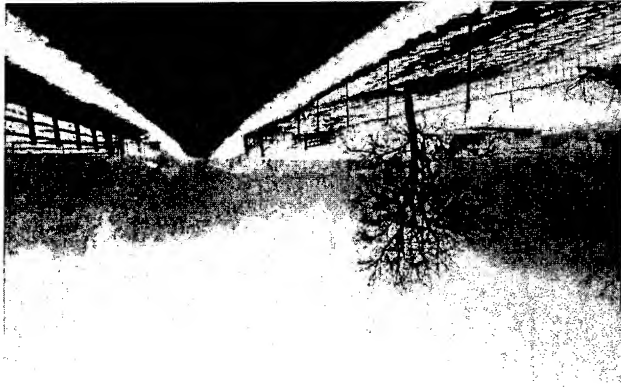


PREPARED FOR
Leon A. Gaumond Jr.
Town Manager
Town of Weston
11 Town House Road
P.O. Box 378
Weston, MA 02493

PREPARED BY
COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES



WOODLEIGH FARMS
751 Boston Post Road
Weston, Massachusetts 02493
APPRAISAL REPORT
Date of Report: February 26, 2019
Colliers File #: JFK190088



LETTER OF TRANSMITTAL

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES



160 Federal Street
Boston, MA 02110-1701 USA
MAIN +1 617 330 8000
FAX +1 617 330 8093
WEB www.colliers.com/valuationadvisory

February 26, 2019

Leon A. Gaumond Jr.
Town Manager
Town of Weston
11 Town House Road
P.O. Box 378
Weston, MA 02493

RE: Woodleigh Farms
751 Boston Post Road
Weston, Massachusetts 02493
Colliers File #: JFK190088

Mr. Gaumond:

This appraisal report satisfies the scope of work and requirements agreed upon by Town of Weston and Colliers International Valuation & Advisory Services. The date of this report is February 26, 2019. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by *USPAP* Standards Rule 2-2(a). Our appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
As-Is Market Value	Fee Simple	February 24, 2019	\$17,500,000

The subject property represents a portion of three contiguous tax parcels containing a total of 54.30-acres, situated within a larger 59.30-acre site along Boston Post Road in Weston, Massachusetts. The property is locally known as Woodleigh Farms, and operates as land in agricultural and forestry use pursuant to Massachusetts General Laws Chapter 61A (MGL Chapter 61A). Based on a site survey completed by Metrowest Engineering, Inc. the property is encumbered by 26.65 acres of wetlands and critical areas surrounding Cherry Brook Stream that bisect the central portion of the site. Physical improvements within Woodleigh Farms consist of seven freestanding structures situated on 5.00 acres that are outside of the scope of this appraisal. At the request of the client, the contributory value of any existing improvements have been excluded from the value

conclusion herein. Excluding the wetland and critical areas, and the 5.00 acre portion of site that is excluded from this appraisal, the total usable area is 27.65 acres.

The current owner submitted a Notice of Intent to Convert to Residential Use on February 1, 2019 for residential development pursuant to Massachusetts General Laws Chapter 40B (MGL Chapter 40B). The law is designed to facilitate construction of affordable housing in communities where less than 10% of its housing stock is affordable. The Town of Weston has 3,952 housing units in total with 149 set aside as affordable, which means that 3.77% of Weston's housing stock is deemed affordable by the state of Massachusetts. In order to meet the state required 10%, the Town is required to produce 246 affordable housing units. Under MGL Chapter 40B, developers are able to bypass certain local zoning laws, specifically the allowable density, as long as 20 to 25% of the constructed units are deemed affordable. MGL Chapter 40B provides limited opportunity for municipalities to alter the developer's plans.

According to the Purchase Agreement included in the addenda of this appraisal, the subject property is currently under contract to MCRT Investments, LLC, a partnership entity controlled by local developer Mark Romanowicz and Burlington, MA based development firm Mill Creek Residential. The agreement includes an effective date of February 21, 2019 and there is a 90-day investigation period. The agreement indicates a 24-month period allowing for the pending buyer to receive development approvals. There are also four 3-month extension periods to allow for approvals and three 30-day extension periods. Property contact Katherine Klein with KP | Law reported that the pending buyer plans to construct between 150-180 luxury apartment homes on the site, and Town Manager Leon Gaumond, Jr. indicated that the most recent plan update was for 180 dwelling units. As the proposed development will be achieved by MGL Chapter 40B, 25% of the units would be deemed affordable, with the remainder subject to market rents.

The Purchase Agreement indicates a purchase price of \$15,000,000, with an increase of \$75,000 for each unit above 150 permitted units. Considering the buyer's planned 180 units, the pending purchase price is \$17,250,000 (assuming 180 units are permitted). The indicated purchase price includes the 5.00 acres of improved site area that is excluded from this analysis, as well as an improved 2.01 acre parcel located at 761 Boston Post Road that is excluded from the scope of this appraisal. The property will be delivered vacant and all of the existing improvements will be demolished to accommodate the proposed improvements with the exception of two historic homes. A purchase price allocation for the existing improvements was not provided or identified within the Purchase Agreement.

Section 14 of MGL Chapter 61A requires that land taxed under the Chapter shall not be converted to an alternate use while receiving the tax benefit, without the town being notified of the intent. For a period of 120 days after notice, the town shall have a first refusal option to meet an offer to purchase the land at market value or assign its option to an approved nonprofit conservation organization or the commonwealth.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. USPAP defines an Extraordinary Assumption as, "an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". USPAP defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

At the request of the client, the subject of this appraisal does not include a 5.00 acre portion of Parcel 26/4 that will not be converted to a residential use pursuant to MGL Chapter 40B. This appraisal is subject to the extraordinary assumption that if the subject were to be formally marketed, the property could transfer independently from the portion of the site that is not subject to MGL Chapter 40B.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation & Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services. Colliers International Valuation & Advisory Services does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers International Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter. Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any. Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES



Corey Gustafson, MAI

Managing Director

Certified General Real Estate Appraiser

State of Massachusetts License #103759

+1 617 330 8070

corey.gustafson@colliers.com

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JFK190088

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GENERAL INFORMATION	
Property Name	Woodleigh Farms
Property Type	Land - Multi-Family Land
Address	751 Boston Post Road
Town	Weston
State	Massachusetts
Zip Code	02493
County	Middlesex
Core Based Statistical Area (CBSA)	Boston-Cambridge-Newton, MA-NH
Market	Boston
Submarket	Waltham/Newton/Lexington
Latitude	42.367470
Longitude	-71.322002
Number Of Parcels	3
Assessor Parcels	25/24, 26/2, 26/4 (Partial)
Total Taxable Value - As Is With MGL 61A Abatement	\$5,700
Census Tract Number	3672.00
SITE INFORMATION	
Land Area	Acres
Usable (Buildable)	27.65
Wetland Areas	26.65
Non 61A Areas (5.00 Acres are Excluded)	0.00
Total	54.30
Topography	Rolling at street grade
Shape	Irregular
Access	Average
Exposure	Average
Current Zoning	Single Family Residence Districts A, B and D
Zoning Overlay	Wetlands and Floodplain Protection Zoning Overlay
Flood Zone	Zone X (Unshaded) & Zone A
Seismic Zone	Medium Risk

VALUATION SUMMARY	
VALUATION INDICES	AS-IS
INTEREST APPRAISED	FEE SIMPLE
DATE OF VALUE	FEBRUARY 24, 2019
FINAL VALUE CONCLUSION	
FINAL VALUE	\$17,500,000
Value/Unit	\$97,222
SALES COMPARISON APPROACH	
LAND VALUE	\$17,500,000
Value/Unit	\$97,222



COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES
160 Federal St 11th Floor
Boston, MA 02110
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PROFESSIONAL SERVICE AGREEMENT

February 20, 2019

Corey Gustafson, MAI
Managing Director
Direct +1 617.330.8070
Corey.gustafson@colliers.com

Leon A. Gaumond Jr.,
Town Manager
Town of Weston
11 Town House Road
P.O. Box 378
Weston, MA 02493
781-786-5020

RE: Appraisal of 751 Boston Post Road

Dear Mr. Gaumond:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT

("Agreement")

Project	Vacant Land ("Property")
Location	751 Boston Post Road, Weston, MA 02493
Project Description	54.3 acres of Land in Agricultural and Forestry Use Pursuant to M.G.L. c61A 1 & 2. Identified in the Weston Assessors Office as Parcels 25/24, 26/2 and 26/4. Locally known as "Woodleigh Farms."
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and Town of Weston (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for Town of Weston. Intended users include the Client. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making and potential acquisition of the subject property. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be fully described within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection (or other date defined by the Client)

Scope of Work
CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results. Based on our discussions with the Client, the Client has requested the following valuation scenarios: Market Value As-Is. CIVAS anticipates developing the following valuation approaches:
Land Value

An exterior observation of the subject property will be performed.
Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.
The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.
Draft Appraisal: Delivered February 26, 2019, before the end of business, provided timely receipt of property specific information.
Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).
Professional Fee \$8,500

Expenses
Fees do not include all associated expenses.
No. of Reports
One (1) Electronic Draft Appraisal and One (1) Electronic Final Appraisal.
No printed copies will be delivered to the client.

Retainer
Full retainer due prior to delivery of the draft appraisal report.
Wire Instructions
JP Morgan Chase Bank, NA
Chicago, IL
70-2322719
Account Name: Colliers International Valuation & Advisory Services, LLC
Account No. 899559074
ABA No. 021000021
ACH Payment Transit Routing Number: 071000013
Swift code for International Wires ONLY: CHASUS33
Please include job name in addenda/memo payment information
CIVAS will invoice Client for the Appraisal in its entirety at the start of the assignment.

Payment Terms
Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.
Acceptance Date
These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions
The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information we will need to begin our analysis. Please forward with the Agreement or as soon as possible.

- > Survey with Legal Description & Site Size
- > Title Report
- > Wetland Delineation Map (if applicable)
- > Engineering studies, soil tests or environmental assessments
- > Ground lease (if applicable)
- > Existing Building or Improvement Plans
- > Individual Floor or Unit Plans
- > Current County Property Tax Bill
- > Details on any Sale, Contract, or listing of the property in the past
- > 3 years
- > Construction Cost/Budget (within past 3 years)
- > Detailed list of personal property items
- > Property Condition Report
- > Details regarding the historical and future replacement schedule (i.e., carpets, appliances, cabinetry, laundry facilities, HVAC, etc.)
- > Capital improvements history (2 years) & budget
- > Three year & YTD Income & Expenses
- > Current Budget
- > Detailed occupancy report for the past 3 years and YTD
- > Detailed current rent roll indicating any vacant units and in-place rents
- > Details regarding any pending changes to the rent roll
- > Aged Accounts/Delinquency Report
- > Details regarding any concessions currently being offered for new and existing tenants
- > Marketing plan and/or local competitive study, if available
- > Copy of recent Appraisals or Market Studies
- > Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
- > Property Contact

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, Leon A. Gaumond Jr./Town of Weston, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

Date: 2/21/19

Leon A. Gaumond Jr.,

Town Manager

Town of Weston

Respectfully,

Colliers International Valuation & Advisory Services, LLC



Corey Gustafson, MAI

Managing Director

Direct +1 617.330.8070

Corey.gustafson@colliers.com

TERMS AND CONDITIONS

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, final testimony or travel that may reason prior to the completion of the appraisal(s). CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client.
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsurface conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.
- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional

time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

(16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.

(17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities by that third party; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.

(18) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material, and disclaim all liability to any party other than the Client.

(19) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.

(20) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

February 12, 2019

Leon A. Caumond, Jr.
Weston Town Manager
11 Town House Road
Weston, MA 02493

Re: Appraisal Services
Chapter 61A Portion of
751 Boston Post Road
Weston, MA

Dear Mr. Caumond:

At your request I am providing herein a proposal for appraisal services concerning the valuation of the fee simple interest in the Chapter 61A classified land at 751 Boston Post Road which is referenced in the Notice of Intent to Convert to Residential Use dated February 1, 2019 submitted to the Town of Weston on behalf of the property owners by Attorney Peter F. Freeman.

The property is located on the northerly side of the Boston Post Road (Route 20), south of the rail right of way, and southeast of the Jericho Town Forest. The contiguous area of the Chapter 61A classified land at 751 Boston Post Road is about 54.75 acres, irregular in configuration, of which about 26.65 acres is wetland and associated with Cherry Brook.

The appraisal assignment will involve research and analysis of comparable buildable and unbuildable residential land sales in Weston using the sales data approach to valuation. The fee for the written appraisal report intended to comply with the Uniform Standards of Professional Appraisal Practice and submitted in a PDF format would be four thousand five hundred dollars (\$4,500), payable upon submission of the written appraisal report. The written appraisal report will be submitted by 5 PM on Monday, February 25, 2019.

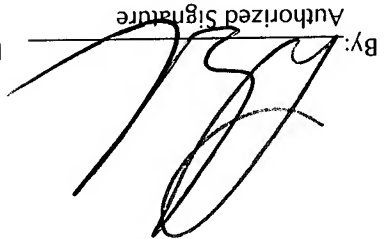
If subsequent consulting or litigation support is required following the submission of the written report, including appearance or testimony at hearings, I will charge at the rate of \$300 per hour. It is understood that the consulting/appraisal fees, and payment thereof, are not contingent upon an appraised value, or any other prearranged condition. If the terms of this agreement are satisfactory to you, please sign and return a copy of this letter, or call if you have any questions regarding this proposal.

Very truly yours,



John C. Bowman, III, CRE, FRICS

Date: 2/15/19

By: 
Authorized Signatory

Attachments:
Fig. 1 & 2: Subject Identification
Statement of Qualifications

Confirmation withdrawn
due to family
emergency

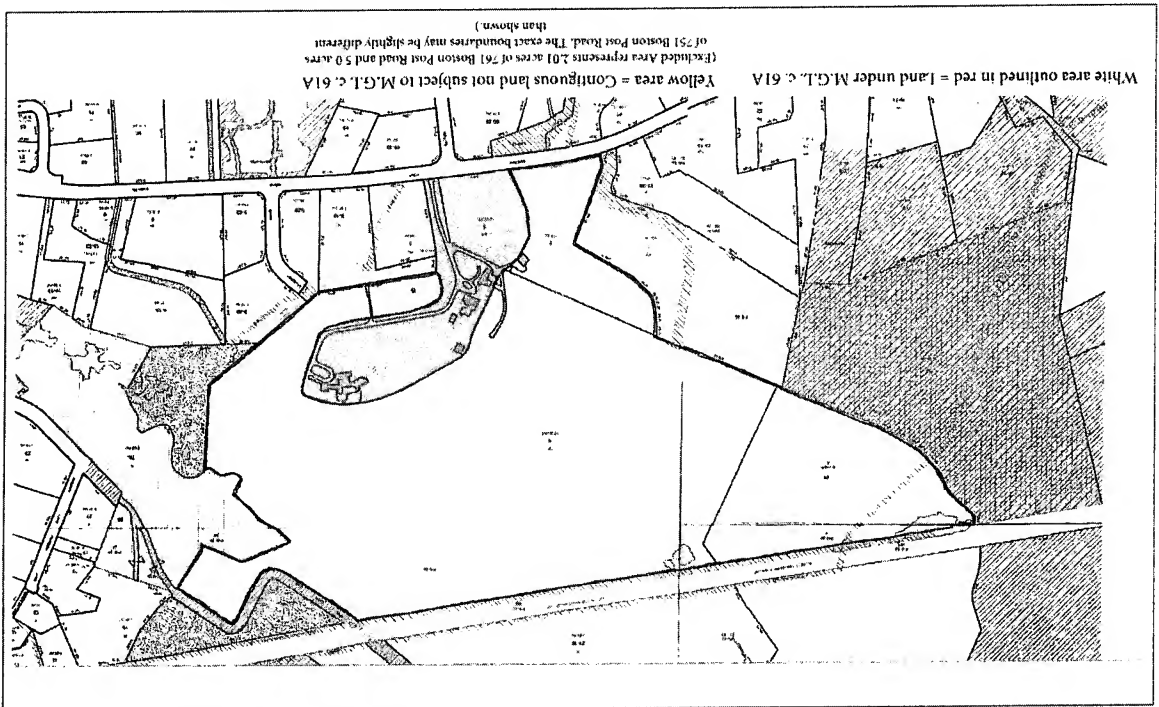


Figure 1 - Owner's Plan of Land under MGL 61A at 751 Boston Post Road

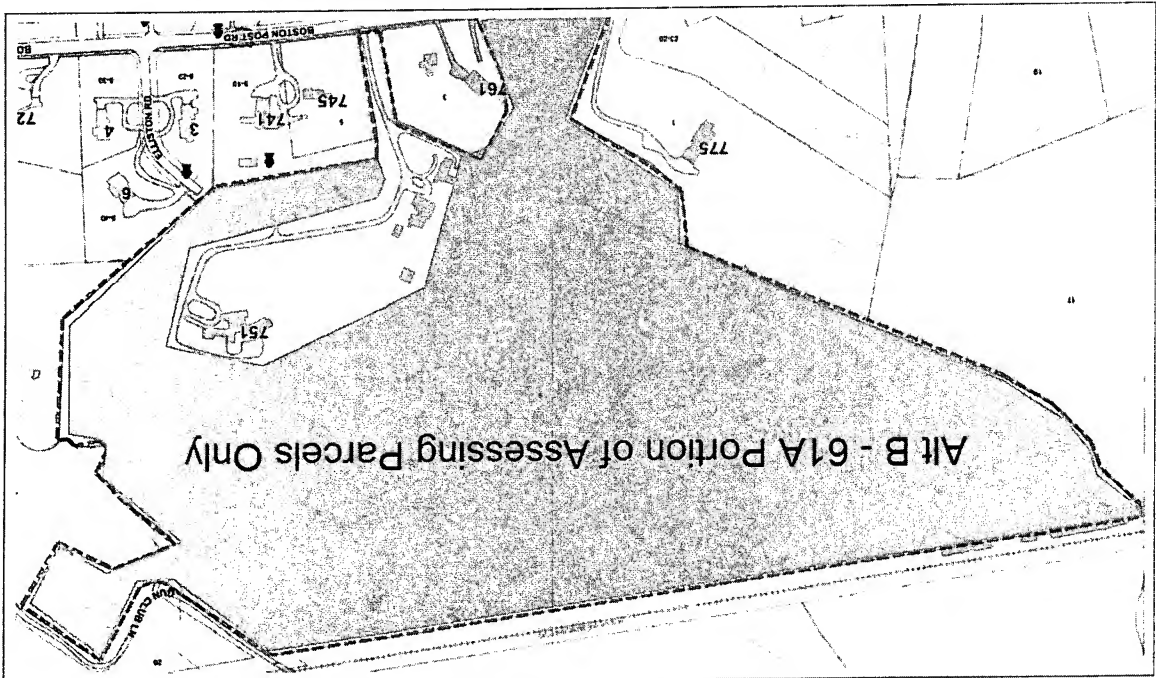


Figure 2 - MGL 61A Portion of Assessing Parcels at 751 Boston Post Road

Statement of Qualifications

John C. Bowman, III, CRE, FRICS received an A.B. cum laude from Dartmouth College with a major in Architecture and a minor in Urban Studies. He received a Master in City Planning from the Harvard University Graduate School of Design.

Mr. Bowman is a Certified General Real Estate Appraiser in the Commonwealth of Massachusetts. He has completed all Appraisal Institute course work, experience review, and the Comprehensive Examination required as a candidate for Designation by the Appraisal Institute, of which he is now a Practicing Affiliate.

Mr. Bowman has received a Certificate of Completion for the Valuation of Conservation Easements program offered by the American Society of Appraisers, the American Society of Farm Managers and Rural Appraisers and the Appraisal Institute and endorsed by the Land Trust Alliance.

Mr. Bowman has held construction supervisor's licenses from both the Commonwealth of Massachusetts and the City of Boston and holds the professional designation Counselor of Real Estate (CRE). He has been elected a Fellow of the (UK) Royal Institution of Chartered Surveyors (FRICS), and is an elected member of Lambda Alpha International, the Honorary Society for the Advancement of Land Economics.

As a municipal permitting official Mr. Bowman represented the Greater Boston Real Estate Board for 15 years (1986 through 2001) as their designated alternate member of the Boston Zoning Board of Appeal (ZBA). During his tenure on the ZBA he heard and voted on over 4,000 appeals for zoning variances required for every use from affordable multifamily housing to convention center development.

Mr. Bowman also represented the Greater Boston Real Estate Board for 10 years as their designated member of the Boston Landmarks Commission (BLC) for which he served as Chairman from 1996 through 2003. The BLC has permit review authority over the alteration, expansion or demolition of National Register properties and many other architecturally or historically significant structures and sites in downtown Boston.

The Massachusetts Housing Partnership Fund (MHP) has designated Mr. Bowman as a multifamily housing development consultant qualified under their grant program to provide technical assistance to local Zoning Boards of Appeal in their review of Chapter 40B comprehensive permit applications for the development of market rate and affordable housing. In this capacity Mr. Bowman has assisted the Zoning Boards of Appeal in a number of municipalities in the Commonwealth.

MassHousing, the Massachusetts Housing Finance Agency, has qualified Mr. Bowman to perform all real estate appraisal functions of the Agency. Mr. Bowman has also performed numerous appraisal assignments for the Boston Redevelopment Authority and other municipalities, as well as private owners. He has also been retained as an expert appraisal witness by the Internal Revenue Service.

As an expert appraisal witness Mr. Bowman has been qualified in the United States Tax Court, Suffolk Superior Court, Norfolk Superior Court, Dukes Superior Court, Worcester Land Court, the Commonwealth of Massachusetts Appellate Tax Board, and the Commonwealth of Massachusetts Housing Appeals Committee.

Mr. Bowman has been a General Partner of real estate developments in which he directed the acquisition, permitting, financing, design, construction, marketing, and management of over 44 multifamily buildings. He is currently a General Partner of three partnerships operating multifamily housing in 23 buildings, and is the developer of a single family residential subdivision in Chapel Hill, North Carolina.

Mr. Bowman's real estate practice involves investment analysis, market analysis, development feasibility and valuation, with particular emphasis on partial interests including conservation and preservation easements, subdivision development, multifamily housing development, high-end residential development, and nursing homes.

Selected Consulting / Appraisal Clients

Internal Revenue Service
Appraisal expert witness in U.S. Tax Court cases involving historic preservation easements.

Boston Redevelopment Authority
Multiple assignments involving valuation of downtown parcels for highrise development, eminent domain takings, air rights and discontinuance of public ways.

The Boston Red Sox
Valuation of easements, air rights and discontinuances involving Fenway Park.

Boston Flower Exchange, Inc.
Valuation of 5.7 acre Boston South End urban site with 72,790 SF distribution facility.

St. Anne's Wood, LLC
Valuation of 34.5 acre site Lincoln, MA in Middlesex Superior Court appeal of eminent domain taking.

Animal Rescue League of Boston
Valuation of multiple bequest properties in Appellate Tax Board appeal of assessments by Bourne Assessor.

Wentworth Institute of Technology
Valuation of discontinuance for construction of Mass College of Art Treehouse Residence Hall, and valuation of WIT Baker Residence Hall.

Town of Norton, MA Zoning Board of Appeal
Financial review of proposed 228 unit Chapter 40B rental development.

Town of Needham, MA Zoning Board of Appeal
MHP funded technical assistance on proposed 300 unit Chapter 40B rental development. Previously served as development expert witness in Chapter 40B appeal before the Housing Appeals Committee.

Town of Edgartown, MA Zoning Board of Appeal
Development expert witness in Chapter 40B appeal before the Housing Appeals Committee.

Town of Boxborough, MA Zoning Board of Appeal
Development expert witness in Chapter 40B appeal before the Housing Appeals Committee.

MassHousing, Boston, MA
Valuation for construction loan underwriting of a 21.7 acre 72 unit Chapter 40B homeownership development in Taunton, MA.

Berlin Stone Company, Berlin, MA
Appraisal expert witness in Superior Court issue of proximity damages.

Town of East Bridgewater, MA Zoning Board of Appeal
Financial review of proposed 86 unit Chapter 40B development on 27 acres.

Town of Wakefield, MA Zoning Board of Appeal
Financial review of proposed 14 unit Chapter 40B development on a small site.

Town of Hanson, MA Zoning Board of Appeal
Financial review of proposed 38 unit Chapter 40B rental development, and 52 unit Chapter 40B
homeownership development.

Town of Berkley, MA Zoning Board of Appeal
Financial review of proposed 50 unit Chapter 40B development on 16 acres.

Town of Weston, MA Historical Commission
Valuation of preservation restrictions funded by the Community Preservation Act.

Town of Medway, MA
Appraisal expert witness in eminent domain proceeding.

Town of Sherborn, MA Zoning Board of Appeal
Development expert witness in Chapter 40B appeal before the Housing Appeals Committee.

Town of Holden, MA Zoning Board of Appeal
Financial review of proposed 42 unit Chapter 40B development on a 10 acre site.

Town of Pepprell, MA Zoning Board of Appeal
Financial review of proposed Chapter 40B development on a small site.

Town of Scituate, MA Zoning Board of Appeal
Site appraisal and financial review of proposed 250 unit Chapter 40B development on 50 acres.

Town of Mattapoisett, MA Zoning Board of Appeal
Financial review of proposed 100 unit Chapter 40B development on 9.5 acres.

Lussier Enterprises LLC
Valuation of 77.12 acre site for Chapter 40B homeownership development in Rutland, MA.

Westwood Associates
Valuation of 20.5 acre site for Chapter 40B homeownership development in Crafon, MA.

Callahan Family Trust
Valuation of 2.48 acre site for Chapter 40B homeownership development in Lexington, MA.

City of Salem, MA Department of Planning and Community Development
Highest and best use analysis and valuation of a 2.4 acre church/rectory/school/convent complex.

Town of Barnstable, MA
Valuation of development potential of former school complex on a 22 acre site in Hyannis, MA.

Backleaf, LLC
Valuation of 11.5 acre site for 127 unit Chapter 40B homeownership development in Wilmington, MA.

Society of Jesus New England
Valuation of 2 acre former Boston College High School complex in the South End for development of 190 condominium and rental units.

Connecticut General Life Insurance Company
Valuation of 128 unit multifamily rental residential development on 12 acres in Lexington, MA.

Aspen Square Management
Valuation of 252 unit multifamily rental residential development on 27 acres in Northampton, MA.

City of Boston Department of Neighborhood Development
Valuation of adaptive use potential for the former Area D Police Station in the Back Bay.

Caritas Christi Health Care System, Boston
Valuation of adaptive use potential of the 5 acre former St. John of God Hospital complex in Brighton.

Department of Veterans Affairs, Boston
Valuation of 49,000 square foot Jamaica Plain Medical Center Building.

Town of Belmont
Highest and best use analysis and valuation of three fire stations to be decommissioned.

Boston Center for Blind Children
Highest and best use analysis and valuation of a former hospital on a 6 acre site.

Historic Boston, Inc.
Financial feasibility analysis of preservation proposals for several historic buildings.

The Forsyth Institute, Boston
Valuation of the 117,000 square foot dental research and teaching facility on the Fenway.

Family Service of Greater Boston
Redevelopment feasibility analysis and valuation of 43,000 square foot headquarters facility.

Massachusetts General Hospital (Partners Healthcare), Boston
Redevelopment feasibility analysis and valuation of hospice facility, and 112,000 square foot former mental institution.

Town of Orange Conservation Commission
Valuation of 203 acre conservation restriction.

Economic Development & Industrial Corporation of Boston
Valuation and marketability of telecommunications easement in the 327 acre, 3.5 million square foot Boston Marine Industrial Park.

Bear Hill Nursing Center, Stoneham, MA
Valuation of 169 bed nursing home on 5.3 acre site on the Stoneham/Wakefield town line.

Annemark Associates, Revere, MA
Valuation of 140 bed nursing home on 1.2 acre site in Revere.

Selected Expert Witness Testimony

Trial/Issue	Court	Docket No.
<i>Chandler v. Commissioner</i> Grant of Facade Easement	United States Tax Court Boston	16534-08
<i>Kaufman v. Commissioner</i> Grant of Facade Easement	United States Tax Court Boston	15997-09
<i>St. Anne's Wood, LLC v. Commonwealth of Mass.</i> Eminent Domain Taking	Comm. of Mass. Middlesex Superior Court	12-02434
<i>Animal Rescue League of Boston v. Bourne Bd. of Assessors</i> Real Estate Tax Assessment	Comm. of Mass. Appellate Tax Board	F-317304
<i>Cozy Hearth Community Corporation v. Edgartown Zoning Board of Appeals</i> Ch. 40B Comprehensive Permit	Comm. of Mass. Housing Appeals Committee	06-09
<i>Edgartown Zoning Bd. of Appeal v. Housing Appeals Committee</i> Ch. 40B Comprehensive Permit	Dukes Superior Court	2008-00021
<i>Webster Street Green LLC v. Needham Board of Appeal</i> Ch. 40B Comprehensive Permit	Comm. of Mass. Housing Appeals Committee	05-20
<i>Rising Tide Development, Inc. v. Sherborn Board of Appeals</i> Ch. 40B Comprehensive Permit	Comm. of Mass. Housing Appeals Committee	03-24
<i>Narducci v. Town of Medway</i> Eminent Domain	Norfolk Superior Court	04-02199
<i>Laden, Dietz et al v. Boston Board of Appeal</i> Proximate Damages	Suffolk Superior Court	06-4842-D
<i>Massachusetts Broken Stone Co. v. Berlin Zoning Board of Appeals</i> Proximate Damages	Worcester Land Court	303082

Town of Weston
Board of Selectmen
11 Town House Road
Weston, MA 02493

Town of Weston
Planning Board
11 Town House Road
Weston, MA 02493

Town of Weston
Board of Assessors
11 Town House Road
Weston, MA 02493

Town of Weston
Conservation Commission
11 Town House Road
Weston, MA 02493

Commonwealth of Massachusetts
Leo Roy, Department of Conservation
and Recreation Commissioner
and State Forester
251 Causeway Street, 9th Floor
Boston, MA 02114

Town of Weston
Board of Selectmen
c/o Town Clerk
11 Town House Road
Weston, MA 02493

February 1, 2019

Re: Notice of Intent to Convert to Residential Use,
54.3 acres of Land in Agricultural and Forestry Use Pursuant to M.G.L. c 61A §1
and §2. Identified in the Weston Assessors Office as Parcels 25/24, 26/2 and 26/4
Locally known as "Woodleigh Farms", with an address of 751 Boston Post Road,
Weston, Massachusetts

To Whom It May Concern,

By and through their attorney, Peter L. Freeman, and pursuant to the provisions of
Mass. G.L. c. 61A §14 Stephen G. Carter, as Trustee of Woodleigh Farms Nominee
Trust, a Massachusetts nominee trust, and Bradley R. Cook and Douglas P. Gillespie,
as Trustees of Steer Pasture Realty Trust, a Massachusetts nominee trust, submit this
Notice of Intent to Convert to Other Use the above identified land and give the Town of
Weston and Commonwealth of Massachusetts this Notice of Intent.

Appended please find:

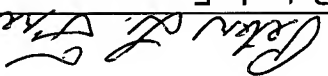
- o Notice Of Intent To Convert to Other Use:
 - Statement of Intent to Convert,
 - Statement of proposed use of the land,
 - Location and acreage of the land as shown on the Weston Assessors' Maps,
 - Name and address of the landowners, and
 - Name and address of the landowner's attorney.

- A draft affidavit that the landowner has delivered the Notice of Intent to Convert being conclusive evidence that the landowner has delivered the notice in the manner and at the time specified.

Kindly proceed pursuant to the provisions of Mass. G.L. c. 61A §14.

If there are any questions concerning the above or the enclosed, please do not hesitate to contact me.

Sincerely,


Peter L. Freeman
VAC

NOTICE OF INTENT TO CONVERT TO OTHER USE

0 Boston Post Road and 751 Boston Post Road

Weston, Massachusetts

Pursuant to the provisions of Mass. G.L. c. 61A §14 the Woodleigh Farms Nominee Trust and the Steer Pasture Realty Trust makes this Notice of Intent to Convert to Other Use:

Stephen G. Carter, as Trustee of The Woodleigh Farms Nominee Trust, a Massachusetts nominee trust, and Bradley R. Cook and Douglas P. Gillespie, as Trustees of the Steer Pasture Realty Trust, a Massachusetts nominee trust are the owners of the hereto below identified land and by and through their Attorney, give the Town of Weston this Notice of Intent

Statement of Proposed Use of the Land:

The proposed use of the land is for residential development pursuant to M.G.L. c. 40B §20-23

Location and Acreage of the Land:

Certain property commonly known as "Woodleigh Farms", in Weston, Middlesex County, Massachusetts, and numbered as 0 Boston Post Road and 751 Boston Post Road.*

0 Boston Post Road is shown of Assessor's Map 26 Lot 2. 751 Boston Post Road is principally shown on Assessor's Map 26 Lot 4, though portions of the parcel at 751 Boston Post Road are shown on Assessor's Map 25, Lot 24, Assessor's Map 20, and Assessor's Map 21. The Land classified under Mass. G. L. c. 61A contains approximately 54.3 Acres, and is shown on the plans attached as Exhibit A hereto and made a part hereof.

* A 2.01 acre parcel (with the improvements thereon) located as 761 Boston Post Road, and 5.0 acres of the parcel (with the improvements thereon) located at 751 Boston Post Road are contiguous and/or part of "Woodleigh Farms", but are not subject to Mass. G. L. c. 61A. 761 Boston Post Road is shown on Assessor's Map 26, Lot 3.

Name, Address and Telephone Number of Landowners:

Stephen G. Carter, Trustee of Woodleigh Farms Nominee Trust
820 Boston Post Road, Weston, Massachusetts 02493
781-820-5571

Bradley R. Cook and Douglas P. Gillespie, as Trustees of Steer Pasture Realty Trust
751 Boston Post Road, Weston, Massachusetts 02493
617-951-2777

Owners:

Stephen G. Carter, as Trustee of Woodleigh Farms Nominee Trust, a Massachusetts nominee trust, and Bradley R. Cook and Douglas P. Gillespie, as Trustees of Steer Pasture Realty Trust, a Massachusetts nominee trust.

Attorney:

Peter L. Freeman

Freeman Law Group LLC

86 Willow Street

Yarmouthport, Massachusetts 02675

Telephone: 508-362-4700

Email: pfreeman@freemanlawgroup.com

Assessor's Map showing the Land classified under Mass. G. L. c. 61A:

Please see attached map

Exhibit A

1. Deed – 751 Boston Post Road – Lot B (Assessor's Map 25 Lot 24)
2. Deed – 751 Boston Post Road (Assessor's Map 26 Lot 4)
3. Deeds – 751 Boston Post Road – Lot A2 (Assessor's Map 26 Lot 2)
 - a. Deed conveying 3/20 interest
 - b. Deed conveying 3/20 interest
 - c. Deed conveying 14/20 interest
4. Compilation of Assessor's Maps 20, 21, 25, 26 showing area subject to Mass. G. L. c. 61A bounded in red and excluded land marked in yellow
5. Fiscal Year 2020 – Application for Forest--Agricultural or Horticultural--Recreational Land Classification

52

QUITCLAIM DEED

I, Frank B. Carter, III of Weston, Middlesex County,

Massachusetts, for consideration of One and 00/100 (\$1.00)

Dollar paid, grant to Frank B. Carter, III and Douglas P.

Gillespie as Trustees, and to their successors thereto, of

The Steer Pasture Realty Trust, which Trust is dated Dec 1,

1989 and recorded in the Middlesex County Registry of

Deeds, Southern District, immediately prior hereto, with

QUITCLAIM COVENANTS, all my right, title and interest in a

certain parcel of land located on the Northernly side of the

Boston Post Road, formerly known as Central Avenue, in said

Weston, Middlesex County, Massachusetts, and being shown as

Lot A2 on a plan entitled "Subdivision of Lot 'A' as shown on

plan recorded as plan No. 406 of 1932 So. Dist. Midd. Reg.

Deeds, Weston, Mass." by Charles H. Stimpson, Jr. Civil

Engineer, dated May 10, 1947 (and subsequently revised on June

27, 1947 and August 1, 1947) and recorded in the Middlesex

Registry of Deeds, Southern District, Book 7170, Page 160,

said parcel being bounded and described as follows:

Beginning at a point on the Northernly side of the
Boston Post Road at land now or formerly of Frank B.
Carter, Jr. and his wife Lucy G. Carter, shown as
Lot A1 on said plan, thence running Southwesterly by
said Boston Post Road by two courses measuring
128.38 feet and 218.24 feet, respectively;

Thence turning and running Northwesterly by land
formerly of Robert P. and Barbara G. Johns, 54.67
feet;

Thence turning and running Northwesterly by said
land formerly of Johns by two courses measuring
97.60 feet and 201 feet, respectively;

Thence turning and running Northwesterly by said
land formerly of Johns by five courses measuring
246.38 feet, 97.57 feet, 18.50 feet, 43.35 feet and
50 feet, respectively;

Thence turning and running Northwesterly by said
land formerly of Johns to land formerly of Marion B.
Farnsworth 40.76 feet;

RETURN TO:

JOHN A. LEITH, ESQUIRE
TAYLOR, GANSON & PERRIN
180 FEDERAL ST.
BOSTON, MA 02110

MSD 01/03/90 03:09:30 708 25.00
GRANTEE'S ADDRESS - 751 Boston Post Road, Woburn

Thence turning and running southeasterly by said other land now or formerly of Frank B. Carter, Jr. by two courses measuring 418.59 feet and 139.33 feet, respectively;

Thence turning and running southeasterly by land shown on said plan as Lot A1, 143.51 feet;

Thence turning and running southeasterly by said Lot A1 to the point of beginning by two courses measuring 98.57 and 166.03 feet, respectively.

Said Lot A2 contains 3.51 acres more or less.

By this deed I mean and intend to convey, and do

convey, a three-twentieths (3/20) interest in the premises

above described, said fractional interest being all my right,

title and interest in the property.

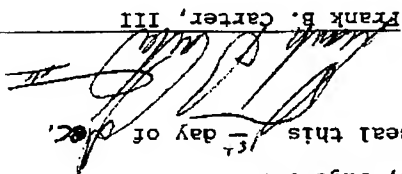
For my title, see deed of Frank B. Carter, Jr. dated

January 8, 1988, and recorded with the Middlesex South

Registry of Deeds in Book 18824, Page 536. See also Book

18791, Page 604, and Book 19724, Page 577.

Witness my hand and seal this 1st day of Dec.


Frank B. Carter, III

COMMONWEALTH OF MASSACHUSETTS

Lyman
1989

Middlesex, ss.

1989

Then personally appeared the above-named Frank B. Carter, III and acknowledged the foregoing instrument to be his free act and deed, before me.

Notary Public *Heaven*

My Commission Expires: 7/27/90

180814

that certain parcel of land with the buildings thereon situated in Weston in the County of Middlesex and said Commonwealth, bounded and described as follows:

SOUTHERLY by Central Avenue, fifty and 02/100 feet;

WESTERLY by land now or formerly of the National Rockland Bank of Boston, Executor, two hundred forty-eight and 80/100 feet;

SOUTHWESTERLY by lands of sundry adjoining owners as shown on plan hereinafter mentioned, thirteen hundred twenty-four and 30/100 feet;

NORTHWESTERLY by other land now or formerly of said National Rockland Bank of Boston, Executor, six hundred forty-nine and 84/100;

SOUTHWESTERLY by said National Rockland Bank of Boston, Executor, land one hundred two and 95/100 feet;

NORTHERLY by land now or formerly of the Boston and Maine Railroad and by land now or formerly of Marion B. Farnsworth, thirteen hundred thirty-three and 56/100 feet;

NORTHEASTERLY three hundred sixteen and 49/100 feet;

NORTHERLY by a curving line, seventy-six feet;

NORTHWESTERLY one hundred eighty-four and 76/100 feet;

With Quitclaim Covenants

I, Lucy G. Carter, of Weston, Massachusetts, for consideration paid of One and 00/100 Dollar (\$1.00), grant to Stephen G. Carter, Trustee of the Woodleigh Farms Nominee Trust, w/d/t dated December 31st, 2012 and filed herewith,

QUITCLAIM DEED

2012 01626538
Bk: 1429 Pg: 6 Cent#: 263086
Doc: DEED 12/31/2012 09:52 AM

cc
4

NORTHERLY by a curving line, fifty-eight and 30/100 feet; and

NORTHEASTERLY two hundred thirty-nine and 68/100 feet, all by land now or formerly of Marion B. Farnsworth, being the center line of Gun Club Lane as shown on said plan;

SOUTHEASTERLY by land now or formerly of the Town of Weston, one hundred seventy-one and 57/100 feet;

SOUTHWESTERLY one hundred ninety-five and 72/100 feet; and

SOUTHEASTERLY one hundred and fifty-five feet, by said Town of Weston land;

NORTHEASTERLY by a Brook on said Town of Weston land; and

EASTERLY about three hundred and thirty-four feet;

SOUTHEASTERLY five hundred fourteen and 84/100 feet;

SOUTHERLY four hundred thirty-six and 20/100 feet; and

EASTERLY three hundred forty-three and 49/100 feet, all by land now or formerly of said Marion B. Farnsworth.

Said parcel is shown as Lot 3 on said plan, (Plan No. 14888th).

All of said boundaries, except the water line, are determined by the Court to be located as shown on a subdivision Plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 543, Page 63, with Certificate 82613.

So much of the above described land as is included within the limits of the Way ten feet wide as shown on said plan and further shown in detail on Plan No. 14888-A3, Sheet 3, filed in Registration Book 282, Page 33, is subject to easements as set forth in a stipulation between Marion B. Farnsworth and the National Rockland Bank of Boston, Executor, Document 149385. The above described land is subject to the flow of a natural water course running through the same as shown on said first mentioned plan.

There is appurtenant to the above described land crossing rights as set forth in a stipulation between Marion B. Farnsworth and Boston and Maine Railroad, Document 149384.

There is appurtenant to the above described land the right to use Gun Club Lane as shown on said first mentioned plan, for all purposes for which streets and ways are commonly used in the Town of Weston in common with others entitled thereto, set forth in Document 284603, and said land is subject to the reservation therein set forth.

There is appurtenant to the above described land the right to use, operate, etc., poles and electric power lines, more particularly set forth in Document 284603.

The premises are conveyed subject to a classified forest lien issued by The Town of Weston on September 24, 1986, Documents 730301 and 730302.

For prior reference see Document 752567, noted on Certificate of Title No. 180814 filed with Middlesex Deeds, Southern District, in Registration Book 1034, Page 64.

WITNESS my hand and seal this 31st day of December, 2012.

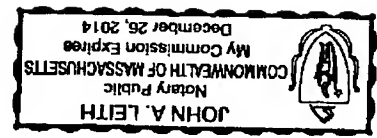
Lucy G. Carter
Lucy G. Carter

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31st day of December, 2012, before me, the undersigned Notary Public, personally appeared Lucy G. Carter, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

John A. Leith
Notary Public
My Commission Expires: 12-26-2014



52

QUITCLAIM DEED

I, Douglas P. Gillespie of Weston, Middlesex County, Massachusetts, for consideration of One and 00/100 (\$1.00)

Dollar paid, grant to Frank B. Carter, III and Douglas P.

Gillespie, as Trustees, and to their successors thereto, of

The Steer Pasture Realty Trust, which Trust is dated Dec. 1

1989 and recorded in the Middlesex County Registry of

Deeds, Southern District, immediately prior hereto, with

QUITCLAIM COVENANTS, all my right, title and interest in a

certain parcel of land located on the Northernly side of the

Boston Post Road, formerly known as Central Avenue, in said

Weston, Middlesex County, Massachusetts, and being shown as

Lot A2 on a plan entitled "Subdivision of Lot 'A' as shown on

plan recorded as plan No. 406 of 1932 So. Dist. Midd. Reg.

Deeds, Weston, Mass." by Charles H. Stimpson, Jr. Civil

Engineer, dated May 10, 1947 (and subsequently revised on June

27, 1947 and August 1, 1947) and recorded in the Middlesex

Registry of Deeds, Southern District, Book 7170, Page 160,

said parcel being bounded and described as follows:

Beginning at a point on the Northernly side of the
Boston Post Road at land now or formerly of Frank B.
Carter, Jr. and his wife Lucy G. Carter, shown as
Lot A1 on said plan, thence running Southwesterly by
said Boston Post Road by two courses measuring
128.38 feet and 218.24 feet, respectively;

Thence turning and running Northwesterly by land
formerly of Robert P. and Barbara G. Johns, 54.67
feet;

Thence turning and running Northeastly by said
land formerly of Johns by two courses measuring
97.60 feet and 201 feet, respectively;

Thence turning and running Northwesterly by said
land formerly of Johns by five courses measuring
246.38 feet, 97.57 feet, 18.50 feet, 43.35 feet and
50 feet, respectively;

Thence turning and running Northeastly by said
land formerly of Johns to land formerly of Marion B.
Farnsworth 40.76 feet;

Return to:

JOHN A. LEITH, ESQUIRE
TAYLOR, GANSON & PERRIN
160 FEDERAL ST.
BOSTON, MA 02110

MSD 01/03/90 02:09:29 787 25.00
GRANTEE'S ADDRESS - 751 Boston Post Road, Weston

Thence turning and running Southeasterly by said other land now or formerly of Frank B. Carter, Jr. by two courses measuring 418.59 feet and 139.33 feet, respectively;

Thence turning and running Southwesterly by land shown on said plan as Lot A1, 143.51 feet;

Thence turning and running Southeasterly by said Lot A1 to the point of beginning by two courses measuring 98.57 and 166.03 feet, respectively.

Said Lot A2 contains 3.51 acres more or less.

By this deed I mean and intend to convey, and do

convey, a three-twentieths (3/20) interest in the premises

above described, said fractional interest being all my right,

title and interest in the property.

For my title, see deed of Frank B. Carter, Jr. dated

January 8, 1988, and recorded with the Middlesex South

Registry of Deeds in Book 18824, Page 536. See also Book

18791, Page 604, and Book 19724, Page 579.

Witness my hand and seal this 1st day of December,

1989.

[Signature]
Douglas P. Gillespie

COMMONWEALTH OF MASSACHUSETTS

[Signature]
1989

Middlesex, ss.

Then personally appeared the above-named Douglas P. Gillespie and acknowledged the foregoing instrument to be his free act and deed, before me.

[Signature]
Notary Public Here, Fernick

My Commission Expires: 7/27/90

Grantee Address: 751 Boston Post Road, Weston, MA
Locust: 751 Boston Post Road, Weston, MA



QUITCLAIM DEED

I, Lucy G. Carter, of Weston, Massachusetts, for consideration paid of One and 00/100 (\$1.00) Dollar, grant to Stephen G. Carter, Trustee of the Woodleigh Farms Nominee Trust, w/d/t dated December 31st 2012 and recorded herewith, 60864-569

with Quitclaim Covenants

a certain parcel of land in said Weston, Middlesex County, Massachusetts, being shown as Lot B on a Plan entitled "Estate of Heirs of Carlyle Patterson in Weston, Massachusetts" by R. B. Rand Civil Engineer dated September 29, 1931 and recorded in the Middlesex Registry of Deeds, Southern District, in Book 5657, Page 287, said Lot B being bounded and described as follows:

Beginning at the Southerly corner of said parcel at land of Blanche T. Bigelow and running Northwesterly and Northerly by said land of Bigelow for the most part along a stone wall, seven hundred fifty-nine (759) feet, more or less to a stake and iron pipe; thence turning and running

NORTHWESTERLY

again by said land of Bigelow in part along a stone wall, one hundred thirty-eight (138) feet, more or less; thence turning and running nearly

NORTHERLY

by said land of Bigelow along a stone wall, thirty-three (33) feet, more or less, to land of the Boston & Maine Railroad, thence turning and running

EASTERLY

by said land of the Boston & Maine Railroad, nine hundred thirty-four (934) feet, more or less, to a stone bound at land now or formerly of Farnsworth; thence turning and running

SOUTHEASTERLY

by said land now or formerly of Farnsworth along a stone wall, one hundred two and 95/100 (102.95) feet to a stone bound; thence turning and running

SOUTHWESTERLY

by said land now or formerly of Farnsworth along
stone walls by three courses measuring respectively,
one hundred thirteen and 1/100 (113.01) feet, two
hundred thirty-one and 75/100 (231.75) feet, and
three hundred five and 8/100 (305.08) feet to said
land of Bigelow and the point of beginning,

Containing 8.74 acres according to said plan, be all of said measurements and
area, more or less.

Said parcel is conveyed (1) subject to rights and easements of Shell Oil Company
Incorporated, of record, all so far as now in force and applicable, and (2) with the benefit
of a right of way twenty (20) feet wide, as shown on a plan recorded in Middlesex Deeds,
Book 7170, Page 160 as reserved in a deed from Nora T. Donovan to Mead Hartwell
dated August 7, 1947 recorded in said deeds in Book 7170, Page 160.

For Grantor's title, see deed August 7 1987 recorded with the Middlesex South
District Registry of Deeds in Book 18452, Page 511.

Witness my hand and seal this 31st day of December, 2012.

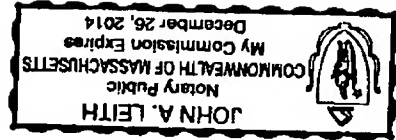
Lucy G. Carter
Lucy G. Carter

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31st day of December, 2012, before me, the undersigned Notary
Public, personally appeared Lucy G. Carter, proved to me through satisfactory evidence
of identification, which were Personal Knowledge, to be the
person whose name is signed on the preceding or attached document, and acknowledged
to me that she signed it voluntarily for its stated purpose.

John A. Leith
Notary Public
My Commission Expires: 12-26-2014



52

QUITCLAIM DEED

I, Frank B. Carter, Jr. of Weston, Middlesex County,

Massachusetts, being married, for consideration of one and

00/100 (\$1.00) Dollar paid, grant to Frank B. Carter, III and

Douglas P. Gillespie, as Trustees, and to their successors

thereto, of The Steer Pasture Realty Trust, which Trust is

dated Dec 1, 1989 and recorded in the Middlesex County Registry

of Deeds, Southern District, immediately prior hereto, with

a QUITCLAIM COVENANTS, all my right, title and interest in a

certain parcel of land located on the Northernly side of the

Boston Post Road, formerly known as Central Avenue, in said

Weston, Middlesex County, Massachusetts, and being shown as

Lot A2 on a plan entitled "Subdivision of Lot 'A' as shown on

plan recorded as plan No. 406 of 1932 So. Dist. Midd. Reg.

Deeds, Weston, Mass." by Charles H. Stimpson, Jr. civil

Engineer, dated May 10, 1947 (and subsequently revised on

June 27, 1947 and August 1, 1947) and recorded in the

Middlesex Registry of Deeds, Southern District, Book 7170,

Page 160, said parcel being bounded and described as follows:

Beginning at a point on the Northernly side of the
Boston Post Road at land now or formerly of Frank B.
Carter, Jr. and his wife Lucy G. Carter, shown as
Lot A1 on said plan, thence running Southernly by
said Boston Post Road by two courses measuring
128.38 feet and 218.24 feet, respectively;

Thence turning and running Northernly by land
formerly of Robert P. and Barbara G. Johns, 54.67
feet;

Thence turning and running Northernly by said
land formerly of Johns by two courses measuring
97.60 feet and 201 feet, respectively;

Thence turning and running Northernly by said
land formerly of Johns by five courses measuring
246.38 feet, 97.57 feet, 18.50 feet, 43.35 feet and
50 feet, respectively;

Thence turning and running Northernly by said
land formerly of Johns to land formerly of Marion B.
Farnsworth 40.76 feet;

REMARKS:

JOHN A. LEITH, ESQUIRE
TAYLOR, GANSON & PERRIN
160 FEDERAL ST.
BOSTON, MA 02110

GRANTEE'S ADDRESS - 751 Boston Post Road, Weston

MSD 01/03/90 03:03:31 709 25.00

Revised 9/2008

The Commonwealth of Massachusetts

WESTON

Name of City or Town

Fiscal Year 2020 Application for

Forest-- Agricultural or Horticultural -- Recreational Land Classification

General Laws Chapter 61A, §§ 1 & 2 -- Chapter 61A, § 6 -- Chapter 61B, § 3

INSTRUCTIONS: Complete all sections that apply. Please print or type.

A. IDENTIFICATION. Complete this section fully.

Name of Applicant(s): WOODLEIGH FARMS TRUST/STEER PASTURE REALTY TRUST			
Mailing Address: 751 BOSTON POST ROAD			
City/Town: WESTON			
Zip Code: 02493			
Property Covered by Application:			
Location	Parcel Identification (Map-Block-Lot)	Deed Reference (Book & Page/Cert. No.)	Total Acres
751 BOSTON POST RD	26/4/71, 26/4/72, & 26/4/73		42.05
	26/2		3.51
	25/24		8.74
			8.74

B. TYPE OF CLASSIFICATION. Check the classification you are seeking and provide the required information.

FOREST <input type="checkbox"/>	Attach State Forester's Certificate and Approved Forest Management Plan.
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1. Current use of land. List by classes established by the Farmland Valuation Advisory Commission, if applicable.	
Land Use by Class	No. of Acres
a. Vegetables, Tobacco, Sod and Nursery Cropland	
b. Dairy, Beef and Hay Cropland	5
c. Orchards, Vineyards and Blueberries Cropland	
d. Cranberries	
e. Christmas Trees	
f. Productive Woodland (Attach copy of State Forester's Certificate and Approved Management Plan if initial application, or new/revised plan)	25.74
g. Cropland Pasture, Permanent Pasture and Necessary and Related Land	5.05
h. Contiguous Non-productive Land	18.51
i. Other Agricultural or Horticultural (Specify)	

2. Statement of income in preceding year. Supporting documentation, including copies of your federal and state tax income returns, may be requested to verify your income.	
a. Gross sales from agricultural or horticultural use.....\$	\$3,174.00
b. Amount received under MFA or US Soil Conservation or Pollution Abatement Program.....\$	
Total (Provide a detailed description of the source of the farm income listed above).....\$	\$3,174.00
3. Previous use of land. Was the land valued, assessed and taxed as classified agricultural or horticultural land under c. 61A for the prior 2 fiscal years? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If no, was the use of the land during the prior 2 fiscal years the same as the current use described above? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If no, describe in detail the use of the land during the prior 2 fiscal years	

If no, was your farm income during either of the prior 2 fiscal years less than the amount reported above? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, list the income for the year \$ Fiscal year	

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

61	61A	61B
Assessors' Use only		
Date Received		
Application No.		

<input type="checkbox"/> Ownership <input type="checkbox"/> Min. Acres <input type="checkbox"/> Use/Conductor <input type="checkbox"/> Gross Sales	<input type="checkbox"/> All <input type="checkbox"/> Part <input type="checkbox"/> Denied	Date Voted/Denied Date Notice Sent Board of Assessors
	<input type="checkbox"/> All <input type="checkbox"/> Part <input type="checkbox"/> Denied	
	<input type="checkbox"/> All <input type="checkbox"/> Part <input type="checkbox"/> Denied	

DISPOSITION OF APPLICATION (ASSESSORS' USE ONLY)

D. SIGNATURE. All owners must sign here to complete the application.

This application has been prepared or examined by me. Under the pains and penalties of perjury, I declare that to the best of my knowledge and belief, it and all accompanying documents and statements are true, correct and complete. I also certify that I have signed and attached a Property Owner's Acknowledgement of Rights and Obligations under classified forest, agricultural or horticultural or recreational land programs, as part of this application.

Owner: [Signature] Date: 9/23/18

If signed by agent, attach copy of written authorization to sign on behalf of taxpayer.

C. LESSEE CERTIFICATION. If any portion of property is leased, the following statement must be signed by each lessee.

I hereby certify that the property I lease is being used as described in this application and that I intend to use the property in that manner during the period to which the application applies.

Lessee: _____ Date: _____

RECREATIONAL ☐ Land may qualify based on its condition or recreational use.

1. Is the land retained in substantially a natural, wild or open condition? Yes ☐ No ☐

Is the land in a landscaped or pasture condition or managed forest condition? Yes ☐ No ☐

If managed forest, attach copy of State Forester's Certificate and Approved Management Plan if initial application, or new/revised plan. Does the land allow to a significant extent the preservation of wildlife and other natural resources? Yes ☐ No ☐

If yes, indicate which natural resources are preserved:

<input type="checkbox"/> Ground Water/ Surface Water <input type="checkbox"/> Rare/Endangered Species <input type="checkbox"/> High Quality Soils	<input type="checkbox"/> Clean Air <input type="checkbox"/> Geologic Features <input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Vegetation <input type="checkbox"/> Scenic Resources <input type="checkbox"/> Other (specify) _____
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2. Is the land used primarily for recreational use? Yes ☐ No ☐

If yes, indicate for which recreational activity:

<input type="checkbox"/> Archery <input type="checkbox"/> Fishing <input type="checkbox"/> Hiking <input type="checkbox"/> Boating	<input type="checkbox"/> Picnicking <input type="checkbox"/> Golfing <input type="checkbox"/> Target Shooting <input type="checkbox"/> Skiing	<input type="checkbox"/> Camping <input type="checkbox"/> Hang gliding <input type="checkbox"/> Hunting <input type="checkbox"/> Swimming	<input type="checkbox"/> Nature Study & Observation <input type="checkbox"/> Non-commercial Youth Soccer <input type="checkbox"/> Private Non-commercial Flying <input type="checkbox"/> Horseback Riding <input type="checkbox"/> Commercial Horseback Riding & Equine Boarding
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How often is the land used for recreational activities? _____

How many people use the land for those activities? _____

Is the land open to the general public? Yes ☐ No ☐

If no, to whom is its use restricted? _____

Is the land used for horse racing, dog racing or any sport normally undertaken in a stadium, gymnasium or similar structure? Yes ☐ No ☐

The Commonwealth of Massachusetts
Name of City or Town
WESTON

**Property Owner's Acknowledgement of Rights and Obligations
under Classified Agricultural or Horticultural Land Program**

This form must be submitted as part of your application for classification

261 41 721 1
36/14/71, 36/14/73, 36/2, 25/24

CARTER TRUSTEE, STEPHEN G
WOODLEIGH FARMS NOM TR
820 BOSTON POST RD
WESTON, MA 02493

QUALIFICATIONS. I understand that property must consist of at least 5 contiguous acres of land under the same ownership and be "actively devoted" to agricultural or horticultural use in order to qualify for and retain classification as agricultural or horticultural land under Massachusetts General Laws Chapter 61A. Agricultural or horticultural use includes land used primarily and directly to raise animals or products derived from animals or to grow food for human or animal consumption, tobacco, plants, shrubs or forest products to sell in the regular course of business. For the land to be considered "actively devoted" to a farm use, it must have been farmed for the two fiscal years prior to the year of classification and must have produced a certain amount of sales, or have been used in a manner intended to produce that minimum amount of sales within a certain period of time. An equal amount of contiguous non-productive land may also qualify for classification. I understand that buildings and other structures located on the property, as well as the land on which a residence is located or regularly used for residential purposes, do not qualify for classification and will continue to be assessed a regular local property tax.

APPLICATIONS. I understand that for property to be classified as agricultural or horticultural land under Chapter 61A, I must submit a written application to the board of assessors of the city or town in which the land is located by October 1 of the year before the start of the fiscal year for which taxation as classified land is sought, unless the city or town is undergoing a revaluation for that fiscal year. (The fiscal year of cities and towns begins July 1 and ends the following June 30.) In that case, the application deadline is extended until 30 days after the date the actual tax bills for that year are mailed. The assessors must approve or disapprove my application for classification within 3 months of the date I filed it and, if they do not act within that time, the application will be considered approved. The assessors must notify me by certified mail whether my application has been approved or disapproved within 10 days of their decision. I understand that classification and taxation of the land as agricultural or horticultural land under Chapter 61A will begin the following July 1, which is the start of the next fiscal year.

I also understand that I will have to file a separate application by October 1 (or the extended deadline if applicable) each year for classification of the land to continue into the next fiscal year. I further understand that the land cannot be classified as agricultural or horticultural land for a fiscal year if I do not comply with all application deadlines and procedures.

LIEU. I understand that once my application for classification has been approved, the board of assessors will record a statement at the Registry of Deeds indicating that the land has been classified as agricultural or horticultural land under Chapter 61A. That statement will constitute a lien on the land for all taxes due under Chapter 61A. I understand that I must pay all fees charged by the Registry for recording or releasing the lien.

ANNUAL TAXATION. I understand that I must pay an annual property tax to the city or town in which the classified land is located. The tax will be assessed on the use value of the land for agricultural or horticultural purposes, rather than fair market value based on the land's highest and best use as would be the case if the land were not classified. In determining the valuation of my land, the board of assessors will consider the range of agricultural land use values established by the Farm and Valuation Advisory Commission together with their knowledge, judgment and experience regarding farm land values. The commercial property tax rate for the fiscal year will be applied to that value, unless the city or town has accepted a local option to apply the open space property tax rate. The tax will be due in the same number of installments and at the same time as other local property tax payments are due in the city or town. Interest will be charged on any overdue taxes at the same rate applicable to overdue local property taxes.

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE